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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**
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11 WILLIAM J. GRADFORD,) Case No.: 1:20-cv-00858-DAD-JLT (PC)
12 Plaintiff,)
13 v.) ORDER DENYING MOTION TO SET ASIDE
14 DEPUTY BAEZ,) DISMISSAL AND SET SCHEDULING
15 Defendant.) CONFERENCE
16) (Doc. 15)
17)
18)
19)
20)

21 Before the Court is Plaintiff's motion to set aside dismissal and set scheduling conference.
22 (Doc. 15.) Because it appears this motion has been filed in error in this case (see Doc. 16 at 1), the
23 Court denies the motion.

24 **I. Background**

25 William J. Gradford initiated this civil rights action pursuant to 42 U.S.C. § 1983 by filing a
26 complaint and motion to proceed *in forma pauperis*. (Docs. 1, 3.) Plaintiff seeks redress due to an
27 incident involving Deputy Baez and retaliation he claims he faced in prison. (See Doc. 1.) The Court
28 found that Plaintiff states a cognizable claim only as to excessive force in violation of the Eighth
Amendment to the Constitution. (Doc. 6.) Pursuant to the Court's order, Plaintiff notified the Court
that he wishes to proceed only on the excessive force claim. (Doc. 7.) Defendant filed an answer on
November 9, 2020. (Doc. 13.)

On January 29, 2021, Plaintiff filed a motion to set aside dismissal and set scheduling

conference. (Doc. 15.) Defendant filed a response on February 25, 2021 (Doc. 16), and Plaintiff filed a reply on March 3, 2021 (Doc. 17).

II. Legal Standards

A. Rule 60(b) of the Federal Rules of Civil Procedure

Under Federal Rule of Civil Procedure 60, “the court may relieve a party . . . from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence . . . ; (3) fraud . . . , misrepresentation, or misconduct by an opposing party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged; . . . or (6) any other reason that justifies relief.” Fed. R. Civ. P. 60(b).

B. Court’s Jurisdiction Over Settlement Agreements

“Federal courts are courts of limited jurisdiction. They possess only that power authorized by Constitution and statute.” Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994). “Federal courts have no inherent power to enforce settlement agreements entered into by parties litigating before them.” K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963, 967 (9th Cir. 2014) (internal quotation marks and citations omitted). “Rather, courts have ancillary jurisdiction to enforce a settlement agreement only ‘if the parties’ obligation to comply with the terms of the settlement agreement ha[s] been made part of the order of dismissal—either by separate provision (such as a provision ‘retaining jurisdiction’ over the settlement agreement) or by incorporating the terms of the settlement agreement in the order.” Id. (quoting Kokkonen, 511 U.S. at 381.)

Generally, when a district court dismisses an action with prejudice, federal jurisdiction ends and a dispute arising under the settlement agreement is a separate contract dispute that requires its own independent basis for jurisdiction. Kelly v. Wengler, 822 F.3d 1085, 1094 (9th Cir. 2016). However, courts have the authority to enforce a settlement agreement while the litigation is still pending or when the settlement agreement is referenced in the dismissal order or the court has retained jurisdiction to enforce the agreement. In re City Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir. 1994); Kelly, 822 F.3d at 1095. But such ancillary jurisdiction exists only if the settlement agreement was “made part of the dismissal,” by retaining jurisdiction over the agreement, “or by incorporating the terms of the settlement agreement in the order.” Kokkonen, 511 U.S. at 281. The Ninth Circuit has held that the

Kokkonen analysis applies “with equal force” to “effort[s] to undo rather than to enforce a settlement agreement.” See Camacho v. City of San Luis, 359 Fed. App’x 794, 798 (9th Cir. 2009) (district court did not abuse its discretion when it declined to exercise jurisdiction over a request to undo a settlement agreement over which the court had not previously retained jurisdiction).

III. Discussion

In Plaintiff’s motion, he requests the Court to vacate or withdraw the dismissal in this case and set a scheduling conference. (See Doc. 15 at 6.) Plaintiff notes a settlement agreement and a signed release related to the alleged dismissal. (See id. at 1-2.) However, as Defendant asserts in response, “this matter has never been dismissed and plaintiff’s motion appears to have been filed in error.” (Doc. 16 at 1.) Plaintiff complains about not receiving certain documents related to his case in his reply (see Doc. 17), and it is possible that Plaintiff may be confusing this case with another pending case. (See, e.g., Gradford v. Freddie, No. 1:19-cv-01252-DAD-EPG (“[Plaintiff] filed his September 21, 2020 motion based on confusion between this case and his other cases before this court that have already settled”) (Doc. 33)); (see also Doc. 15 at 8). Nevertheless, because it appears that this motion was filed in error, the Court will deny the motion without prejudice.

With respect to Plaintiff’s motion requesting a settlement conference, the Court will deny the motion without prejudice. However, the district judge will require a settlement conference before the case proceeds to a trial.

In his reply, Plaintiff complains about not receiving his mail or receiving it late and requests that the Court “resend any and all court ordered document(s) updates, if any.” (Doc. 17 at 2-4.) However, the person seeking copies must set forth sufficient information to enable a determination of the necessity for the copies, and blanket requests for all copies in a case do not provide sufficient information for such an inquiry. See, e.g., Spisak v. Nevada, No. 2:05-cv-01147-JCM-PAL, 2007 U.S. Dist. LEXIS 40539, at *9 (D. Nev. June 1, 2007). Plaintiff simply has made a blanket demand for a copy of all court ordered documents in this case. Plaintiff was served with a copy of every order issued in this case. The Court will not direct the Clerk of Court to apply limited resources to make and send copies based on such a blanket request. Plaintiff must retain a copy of all documents received from the Court.

1 **IV. Order**

2 The Court **ORDERS** that Plaintiff's motion (Doc. 15) is **DENIED** without prejudice.

3
4 IT IS SO ORDERED.

5 Dated: March 21, 2021

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE